

GUS-0046
Copy 3 of 4

NEGOTIATED CONTRACT

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Contract For: See Schedule

Amount: See Schedule

Mail Vouchers to: See Schedule

Performance Period:

Administrative Data:

DOCUMENT NO.
NO CHANGE IN CLASS. X

 TO 3 8 2011

DATE: 30 DEC 1958 REVIEWER: 064540

This contract is entered into, by and between the United States of America, hereinafter called the Government represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation, incorporated in the State of California, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached schedule issued hereunder, for the consideration stated herein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and General Provisions, which together with this signature page and the accompanying certificate comprise this . In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

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IN WITNESS WHEREOF, the parties hereto have executed this contract as of AUG 12 1958, 1958.

Signatures:

THE UNITED STATES OF AMERICA

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Contracting Officer

TITLE Vice President

C E R T I F I C A T E

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I, _____, certify that I am the

Secretary _____ of the Corporation named as Contractor

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herein; that _____ who signed this contract

on behalf of the Contractor was then _____ Vice President

of said Corporation; that said contract was duly signed for and in

behalf of said Corporation by authority of its governing body, and

is within the scope of its Corporate powers.

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(Corporate Seal)

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SCHEDULE**PART I - SERVICES TO BE FURNISHED BY THE CONTRACTOR**

The Contractor shall furnish personnel capable of formulating approaches, recommending materials and combinations thereof, and establishing fabrication and/or manufacturing techniques compatible therewith in accordance with requirements and instructions to be issued by the Contracting Officer. Such requirements and instructions shall be generally within the scope of services as set forth in Appendix I attached hereto and made a part of this contract.

PART II - PERFORMANCE OF SERVICE

(a) Contractor personnel such as qualified design and materials analysts shall be available upon request of the Contracting Officer to discuss, analyze and evaluate design concepts applicable to airframe construction. Such personnel shall be available at the Procuring Agency's facilities, Contractor's facilities or such other places as may be designated by the Contracting Officer.

(b) From time to time, the Contracting Officer will furnish to the Contractor a requirement(s) within the scope of Appendix I and instructions to proceed with the analysis, evaluation and make a report of the findings covering such requirement. Such requirement(s) and instructions shall be in writing and signed by the Contracting Officer. Further, such authorization to proceed shall set forth the estimated cost of the work to be performed and said amount shall not be exceeded without written approval of the Contracting Officer.

(c) Upon receipt of said written instructions, Contractor shall immediately proceed with the work as described therein. Contractor shall furnish verbal or written interim reports as work progress. Upon completion of the work, Contractor shall furnish a final written report describing the work performed and the results and findings thereof. In addition, a statement of the actual man hours and total cost involved shall be submitted.

(d) The Contractor agrees to furnish sufficient personnel of the categories specified in APPENDIX II hereof to insure successful prosecution of the work.

(e) Services required by the Government and performed by the Contractor's personnel in the categories specified in Appendix II will be considered Direct Labor under this contract.

PART III - PERIOD OF PERFORMANCE

The period of performance of this contract shall be 1 July 1958 through 30 June 1959.

PART IV - CONSIDERATION AND PAYMENT

(a) As of the effective date of this contract there has been allotted for this contract the amount of \$25,000.00. The total amount payable to the Contractor under this contract shall not exceed the total amount set forth without written authorization from the Contracting Officer.

(b) In accordance with the clause of this contract entitled "Payments", the Contractor shall be paid as follows:

(1) For work and services performed by the Contractor's personnel of the categories set forth in Appendix II, the Contractor shall be paid the applicable hourly and/or daily rates stated in the columns entitled, "Contract Daily Rate" and "Contract Hourly Rate", in Appendix II, for each Direct Labor Hour and/or day of work or services actually performed hereunder by such personnel. The time of non-productive personnel will not be included in direct labor and the Contractor agrees that only direct labor of the categories designated in Appendix II engaged in the work called for by the contract will be included in its billings hereunder.

(2) For all materials not furnished by the Government but required for performance hereunder, the Contractor shall be reimbursed at actual cost thereof.

(3) Travel time will be considered work time in accordance with the Contractor's established policy, it being understood and agreed that travel time performed on Saturday and Sunday is not reimbursable under paragraph (1) above.

(4) Travel. - Actual transportation costs, including car rental for local travel required while in travel status shall be allowable costs plus a per diem as set forth in Appendix II. All travel by private auto (excluding rented car) shall be at \$0.08 per mile. Documentary support for these charges will not be furnished with invoices, but will be substantiated by

subsequent on site audit by the cognizant auditor.

(c) It is hereby agreed that the "Contract Daily Rate" and "Contract Hourly Rate" as specified in Appendix II as based on straight time wages of Contractor's employees directly engaged in the performance of work under this contract and includes all applicable overhead, General and Administrative Expense. No amount for profit is included.

PART V - REPRICING

The "Contract Daily Rate" and "Contract Hourly Rate" as specified in Appendix II are provisional only and are subject to negotiation and adjustment. Within 90 days after receipt of an executed copy of this contract, the Contractor and Contracting Officer shall negotiate fixed rates which shall be applicable from inception of this contract through such period of time as may be mutually agreed by the parties. Such negotiation shall be evidenced by an amendment to this contract. Any failure of the parties to agree to such rates shall be deemed a question of fact as coming within the scope of the clause of the General Provisions hereof entitled "Disputes".

PART VI - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VII - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security

requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

Contract No. CS-150

APPENDIX I

Scope of Service

Contractor shall furnish qualified personnel to provide the following types of service.

A. Design Concepts

1. Propose design approaches in accordance with stated performance requirements.
2. Determine adequacy and validity of design criteria.
3. Determine proper integration of all components.
4. Recommend alternates.

B. Materials

1. Propose materials and combinations thereof to satisfy design requirements.
2. Determine degree of availability and/or producibility.
3. Determine performance characteristics as an entity or as a complete member.
4. Recommend alternates.

C. Fabrication and/or Manufacturing Techniques

1. Determine feasibility.
2. Determine quality control and inspection requirements.
3. Determine tooling and related production equipment requirements.

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